

Deposit Agreement

U.S. Department of Housing
and Urban Development
Government National Mortgage Association

Issuer ID Number

Ginnie Mae Pool on Loan Package Number

This Deposit Agreement, made in triplicate originals this _____ day of _____ 19 _____,
by and between _____ (hereinafter called the "Bank")
and _____ (hereinafter called "Mortgagee");

Witnesseth

Whereas, Bank has issued its Certificate of Deposit in the amount of _____ Dollars (\$ _____),
dated as of the _____ (issue date of securities) and with a maturity date of _____
and payable to **Government National Mortgage Association** (hereinafter called "Ginnie Mae"), a reproduced copy of which is affixed
hereto for identification (said Certificate of Deposit being hereinafter called the "Original CD"); and

Whereas, Bank will issue additional Certificates of Deposit representing reinvestments of the principal amount of the proceeds of said
Original CD in accordance with the provisions hereof (each such additional Certificate of Deposit being hereinafter called a "Renewal CD"),
if the maturity date of the Original CD is less than three (3) years from the date hereof.

Now, Therefore,

In Consideration of the premises and other good and valuable
consideration, the parties hereto agree as follows:

1. That all right, title and interest in and to said Original CD and each Renewal CD is owned by Ginnie Mae, and that the principal amount of the proceeds thereof shall be payable solely to Ginnie Mae or its endorsee;
2. That Bank shall hold said Original CD and each Renewal CD in safekeeping for the account of Ginnie Mae; shall furnish to Ginnie Mae appropriate receipt therefor; and shall surrender and relinquish said Original CD or any Renewal CD unto Ginnie Mae upon written request therefor;
3. That Bank shall issue successive Renewal CD's payable to Ginnie Mae, each in the amount of the Original CD, the first such Renewal CD to be issued and dated as of the date following the maturity date of the Original CD and each succeeding Renewal CD to be issued and dated as of the date following the maturity date of the latest maturing Renewal CD previously issued, and each Renewal CD to bear the identical terms provided by the Original CD except that each such Renewal CD shall provide interest at the Bank's posted rate for such certificates of deposit, at the date thereof;
4. That Bank shall furnish reproduced copies of each Renewal CD to Ginnie Mae and Mortgagee, and upon the issuance of a Renewal CD shall cancel the Original CD or the latest maturing Renewal CD previously issued, as the case may be, and shall furnish reproduced copies thereof to Ginnie Mae and Mortgagee, showing such cancellation;
5. That upon surrender and relinquishment of the Original CD or any Renewal CD unto Ginnie Mae, as hereinabove provided, the Deposit Agreement shall cease and terminate, and shall be of no further force or effect whatever; and
6. Notwithstanding paragraph 1 hereof, interest on the Original and any Renewal CD will accrue to and be paid to the Mortgagee.

In Witness Whereof, The parties hereto have caused this Deposit Agreement to be executed and delivered in triplicate originals as of the date above written.

Bank

By (Title)

Mortgagee

By (Title)